



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

ROGER A. NOBACK
VICE PRESIDENT-LAW

9-176A020

RECORDATION NO. 9927-NN
June 21, 1979 Filed 1425

JUN 25 1979

JUN 25 1979 - 10 35 AM

2000

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

INTERSTATE COMMERCE COMMISSION

Washington, D.C.

RE: Section 11303 Filing: Supplementary Rider No. 2
dated as of April 18, 1979, ("Lease") to Car Leasing
Agreement 2651 between North American Car Corporation
("Lessor") and Exeter Cooperative Elevator Company ("Lessee")
in supplement of the Bailment Agreement and Assignment
of Leases ("Assignment of Leases") dated as of December
16, 1978, between Lessor and General Electric Credit
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act is one executed counterpart and four certified
true copies of the above described supplementary Lease,
between Lessor, 222 South Riverside Plaza, Chicago, Illinois
and Lessee, P.O. Box 75, Main Street, Exeter, NE 68351 and
assigned to Assignee, P.O. Box 8300, 260 Long Ridge Road,
Stamford, Connecticut 06904. The Assignment of Leases was
recorded with the Interstate Commerce Commission at 11:20
a.m. on December 20, 1978, under Document No. 9927.

Under the Lease and the Assignment of Leases the Lessor
leases the cars described therein to the Lessee and assigns
such lease to the Assignee under and in accordance with the
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,
lease, maintain and perform certain administrative and other
services with respect to the equipment covered by such Lease
(which equipment has been or is to be sold to Assignee) and
assigns, transfers and sets over unto Assignee all of
Lessor's right, title and interest, powers, privileges and
other benefits in, but not its obligations under, the Lease
together with all amounts which may be received or credited
to the account of Lessor in respect of mileage compensation
from railroads using the equipment leased under such Lease
or any other sums received by or payable to Lessor from
parties other than the Lessee with respect thereto, all in
accordance with the Lease and the Assignment of Leases.

RECEIVED

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission
June 21, 1979
Page Two

Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease Supplement and a \$10.00 fee for the cross-indexing requested below.

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

→ Please cross index this filing against the name of the Lessee, Exeter Cooperative Elevator Company.

If you have any questions, please contact me.

Very truly yours,



RAN/dak
enclosure

C E R T I F I C A T E

RECORDATION NO. 7927-NN Filed 1425

JUN 25 1979 - 10 25 AM
INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 2 to Car Leasing Agreement 2651 between North American Car Corporation and Exeter Cooperative Elevator Company dated April 18, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Debra A. Kelly

My Commission Expires 2-23-83.

I C C
file
copy
7927-NN

"This Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

RIDER NO. 2
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 2651

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Ten (10)	4750 cubic foot capacity covered hopper cars, for shipment of Grain (NAHX 480805 thru 480814)	\$460.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars.

For each mile in excess of 25,000 x days in service that each car 365 covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 261.8 as was reported for December, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 18th day of April, 1979.

ATTEST:

James M. Ellsper
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By *[Signature]*

Sr. Vice President

ATTEST:

Ralph E. Tamm
Secretary

EXETER COOPERATIVE ELEVATOR COMPANY

By *Jack Underwood*

President

CAR LEASING AGREEMENT 2651
RIDER NO. 2

State of Illinois)
) SS:
County of Cook)

On this 30th day of April, 1977, before me personally appeared D. R. Platt, to me personally known, who, being by me duly sworn, says that he is a Director of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Notary Public

My Commission expires 6-30-19

State of)
) SS:
County of)

On this 10th day of MAY, 1979, before me personally appeared Jack Underwood, to me personally known, who, being by me duly sworn, says that he is a President of Exeter Cooperative Elevator Co., that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

GENERAL NOTARY - State of Nebraska
JAMES T. McCABE
My Comm. Exp. July 17, 1982

Notary Public

My Commission expires July 17, 1982